

BILL NO. s-73-05-27


SPECIAL ORDINANCE NO. S- S-68-73

AN ORDINANCE approving an agreement with Industrial Piping and Engineering Corp. for revisions to Three Rivers Filtration Plant.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The agreement approved April 26, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Industrial Piping and Engineering Corp. for the erection of two clarifier mechanisms being supplied by Walker Process Equipment Company, which purchase was approved by S86-72 and for removal of existing recarbonation equipment and furnishing and installation of new, for a total cost of \$262,501.00, all as more particularly set forth in said Agreement, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
CITY ATTORNEY

Read the first time in full and on motion by Stier, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5/22/73

Charles W. Hesterman  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~1967~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 6/12/73

Charles W. Hesterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-68-73 on the 12th day of June, 1973.

ATTEST: (SEAL)

Charles W. Hesterman  
CITY CLERK

Winfred C. Moore Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 1973, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Hesterman  
CITY CLERK

Approved and signed by me this 13th day of June, 1973, at the hour of 3:00 o'clock P. M., E.S.T.

David A. Penhoff  
MAYOR

Bill No. S-73-05-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving an agreement with Industrial Piping and  
Engineering Corp. for revisions to Three Rivers Filtration  
Plant.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance PASS.

James S. Stier - Chairman

Eugene Kraus, Jr. Vice-Chairman

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

James Stier  
Eugene Kraus, Jr.  
Samuel J. Talarico  
William T. Hinga  
Vivian G. Schmidt

6-12-73  
MADE A MATTER OF RECORD  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

## THE AGREEMENT

THIS AGREEMENT, made between Industrial Piping and Engineering Corporation,  
1340 Grant Avenue, Fort Wayne, Indiana

hereinafter called the "Contractor", and The City of Fort Wayne, Indiana

hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1 - THE WORK. It is agreed that the Contractor shall furnish all the materials and equipment and perform all of the work shown on the drawings and described in the specifications entitled:

CITY OF FORT WAYNE, INDIANA  
WATER WORKS IMPROVEMENTS  
CONTRACT NO. 72-W-2  
Revisions To Existing Three Rivers Filtration Plant

prepared by McNamee, Porter and Seeley, acting as, and in these Contract Documents entitled, the Engineer; and shall do everything required by the Contract Documents; the Contract Documents being hereby defined to include the Advertisement, Instructions to Bidders, Proposal, Agreement, Bonds, Drawings, Specifications and any supplements thereto agreed to by both parties.

It is further agreed that the work shall be done using the following named materials and types of construction offered either in the base proposal or alternate thereto.

Base proposal less the following:

Item 3:	To eliminate the Gunite Work on the 2 Clarifier Columns, DEDUCT the sum of	\$ 3,500.00
Item 18:	To eliminate 2 - 5" Gas Lines from the Boiler Room to the Carbonation Tanks, DEDUCT the sum of	6,000.00
Item 40:	To omit 1 - Recarbonation Blower and Control Panel, DEDUCT the sum of	8,200.00
Item 43:	To eliminate the Pipe Insulation from the Gas Lines in the Pipe Gallery, DEDUCT the sum of	3,700.00
Item 45:	To eliminate the Electric Wiring in connection with the Recarbonation Blower, DEDUCT the sum of	<u>400.00</u>
TOTAL DEDUCTIONS		\$21,800.00

ARTICLE 2 - ALTERATIONS. It is agreed that the Contractor shall make alterations to the work under this contract as the Owner may especially order in writing. Such alterations shall be paid for at prices mutually agreed upon at the time by the Owner and the Contractor or on the cost plus basis set forth below.

In the case of additions only where a price cannot be agreed upon in advance, then the Owner will pay, and the Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Contractor for labor, materials and equipment (in addition to that available at the site) actually used therein or expended thereon, plus 30% of the total labor cost, plus 10% of the actual net material cost, plus sales tax, plus 5% of the actual net cost of any subcontract work for superintendence, power, the use of tools and plant available at the site, federal and state taxes, workmen's compensation insurance, public liability insurance, bond premium and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus stipulated percentage, the Contractor shall furnish to the Owner, at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate of pay together with suitable and adequate memoranda of the materials used therein showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The Owner, at its discretion, may furnish to the Contractor any materials or supplies or transportation required for extra work. The Contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the Owner and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the Owner.

It is further agreed that no claim against the Owner on account of alterations shall be valid unless such work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

ARTICLE 3 - TIME - It is agreed that the Contractor shall begin work under this contract within ten days after the mailing to the Contractor of the written notice to proceed and that he shall prosecute it in such manner as will bring the entire work to completion within 200 calendar days after the date of beginning, except as such time limits may be advanced in accordance with the provisions of Article 4 herein. The time of beginning, rate of progress, and date of completion are considered essential elements of the contract.

ARTICLE 4 - EXTENSION OF TIME - It is agreed that, if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity; or by the actions of other contractors engaged in this program; or by reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claims for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

ARTICLE 5 - LIQUIDATED DAMAGES - It is expressly covenanted and agreed that time is and shall be considered of the essence of the contract. In the event that the Contractor shall fail in due

performance of the entire work to be performed under this contract, or to perform any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the Contractor shall pay unto the Owner, as and for liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100) for each and every calendar day that the Contractor shall be in default. Said sum of One Hundred Dollars (\$100) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of the contract, which said sums the Owner shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

**ARTICLE 6 - ASSIGNMENT OF CONTRACT** - It is agreed that the Contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

**ARTICLE 7 - OWNER'S RIGHT TO COMPLETE** - It is agreed that, if at any time the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this Agreement; then in such case the Owner upon receipt of a certificate from the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor, and if such expense shall exceed such unpaid balance, the Contractor shall pay to the Owner the amount of such excess.

It is expressly stipulated and agreed that, from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

**ARTICLE 8 - GENERAL STIPULATIONS** - It is agreed that the Contractor shall comply with the following general stipulations:

Permits and Regulations. The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

Workmen's Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract, Employer's Liability and Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Employer's Liability and Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work.

In case any class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of the employees not so covered.

Contractor's Public Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Bodily Injury Insurance in an amount not less than \$200,000 for injuries, including accidental death, to each person, in an amount not less than \$500,000 on account of each occurrence; and Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence, and \$200,000 aggregate including Completed Operations and Contractual Liability Coverages.

This Public Liability Insurance shall include coverage for Explosion, Collapse and Underground Hazards.

Subcontractor's Public Liability Insurance. The Contractor shall require each of his subcontractor's to procure and to maintain during the life of his subcontract, Bodily Injury Insurance in an amount not less than \$200,000 for injuries, including accidental death, to each person, and in an amount not less than \$500,000 on account of each occurrence; and the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and \$200,000 aggregate.

The Contractor shall require each of his subcontractors to procure and maintain during the life of this contract Contractor's Protective Public Liability Insurance in an amount not less than \$200,000 for injuries, including accidental death, to each person, and in an amount not less than \$500,000 on account of each occurrence; and property damage in an amount not less than \$100,000 each occurrence, and \$200,000 aggregate.

This Public Liability Insurance shall include coverage for Explosion, Collapse and Underground Hazards.

Contractor's Automobile Bodily Injury and Property Damage Insurance.

1. The Contractor shall procure and shall maintain during the life of this contract Automobile Bodily Injury Insurance in an amount not less than \$200,000 for injuries, including accidental death, to each person, and in an amount not less than \$500,000 for each occurrence; and property damage in an amount not less than \$50,000 for each occurrence.

2. The Contractor shall procure and shall maintain during the life of this contract Hired and Non Ownership Automobile Bodily Injury and Property Damage Insurance in an amount not less than \$200,000 for injuries, including accidental death, to each person; and in an amount not less than \$500,000 for each occurrence; and property damage in an amount not less than \$50,000 for each occurrence

Owner's Protective Public Liability Insurance. The Contractor shall procure and maintain during the life of this contract Owner's Protective Public Liability Insurance in the name of the Owner and Engineer in an amount not less than \$200,000 for injuries, including accidental death, to each person, and in an amount not less than \$500,000 on account of each occurrence; and property damage in an amount not less than \$100,000 each occurrence and \$200,000 aggregate.

Fire Insurance. The Contractor shall insure for the life of the Contract against loss or damage by fire at the site and against loss or damage covered by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the names of the Owner and the Contractor. The amount of the policy may vary with the extent of the work completed, but shall at all times be at least equal to the amount paid on account of work and materials plus the value of work or materials furnished or delivered by the Contractor but not paid for by the Owner.

Additional Insurance. Where the work under the contract crosses or is adjacent to a railroad, such insurance as is required by the railroad shall be furnished in the name of the railroad or railroads.

Indemnification Clause. The Contractor shall hold harmless from and indemnify the Owner and Engineer against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or injured by the acts or omissions of the Contractor or any of his subcontractors, or any person employed under said Contractor, or under any of his subcontractors, during the progress of this contract.

Proof of Carriage of Insurance. The Contractor shall provide the Owner, at the time contracts are returned by him for execution, certificates and policies listed below. A guarantee that ten (10) days' notice to the Owner prior to cancellation of or change in any such insurance shall be endorsed on each policy and certificate of insurance.

1. Ten (10) copies of Certificate of Coverage for Contractor's Workmen's Compensation Insurance.
2. Ten (10) copies of Certificate of Coverage for Contractor's Public Liability Insurance.
3. Ten (10) copies of Certificate of Coverage for Contractor's Automobile Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
4. Ten (10) copies of policy for Owner's Protective Public Liability Insurance.
5. Ten (10) copies of Certificate of Coverage for Fire Insurance.

The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Labor Laws and Ordinances. The Contractor shall obey and abide by all the laws of the State of Indiana relating to the employment of labor on public work and all the laws and requirements of the Owner regulating or applying to public improvements.



Local Sources for Labor and Materials. It is understood and agreed by and between the parties of this contract that all labor employed on the work shall be obtained from local residents insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the area insofar as practicable.

Patents and Patent Rights. The Contractor shall protect and save the Owner harmless against all claims or actions brought against the Owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

**ARTICLE 9 - ARBITRATION.** All matters in dispute arising from this contract shall be promptly submitted to arbitration upon demand by either party to the dispute. The contractor shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the Owner to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and the adverse party either by personal delivery or by registered mail addressed to the last known address of each within 10 days of receipt of the Engineers decision and in no event after final payment has been made and accepted. Should the Engineer fail within a reasonable period to make a decision regarding claim of the Owner or contractor, a demand for arbitration may be made as if the Engineers decision had been rendered against the party demanding arbitration.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the contract or has any business or family relationship with the Owner, contractor or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Each of the parties hereto shall pay one-half of the expense of such arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

**ARTICLE 10 - PAYMENT.** And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay to him, at the times and in the manner hereinafter stipulated, the following named Contract Sum: \_\_\_\_\_

Two Hundred Sixty-two Thousand Five Hundred one and no/100

\_\_\_\_\_ Dollars (\$ 262,501.00 ).

Such contract sum shall be modified by such sums for alterations as may have been determined under the provisions of Article 2 herein and diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provisions of Article 5.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisal or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

The progress estimates and payments thus provided for will include all alterations which may be done under the provisions of Article 2 of this Agreement on the same basis as other work is included. All such work is regarded as essentially a part of the contract and not merely an addition to it.

It is agreed that, before the Contractor shall demand partial or final estimates or payments, he shall furnish to the Owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the Owner may deem necessary to meet the lawful claims of such persons may be retained by the Owner from any moneys that may be due or become due to the Contractor under this Agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

Generally no allowance will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work. However, in the case of heavy equipment and other indestructible items, properly stored and protected, the Engineer may make allowance in the estimate of the invoice price of such items.

As soon as practicable after such estimate is made up and certified and upon its approval by the Owner, the Owner shall pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the Owner may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the Engineer will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the Owner may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

ARTICLE 11 - ASSIGNMENT OF CONTRACT 72-W-1. It is agreed that, as part of the work under this Contract 72-W-2, the City of Fort Wayne shall assign and the Contractor shall assume Contract 72-W-1, an Agreement made the 28th day of June, 1972 by and between Walker Process Equipment Division of Chicago Bridge and Iron and the City of Fort Wayne, Indiana and that the work of Contract 72-W-1 shall become a part of this Contract 72-W-2 and the Contractor shall fulfill all obligations and requirements of Contract 72-W-1 as part of his Contract 72-W-2.

ARTICLE 12 - SPECIAL WARRANTY FOR RECARBONATION EQUIPMENT - In addition to the equipment guarantees called for in the specifications, the Contractor further guarantees that the recarbonation equipment will meet the following conditions.

Each recarbonation unit furnished will produce 7500 pounds per twenty four hours of carbon dioxide gas using 45 SCFM of 1000 Btu per cubic foot natural gas.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, this  
day of April 1973.

WITNESS

OWNER

BY

SEE BELOW

BY

Industrial Pump and Engineering Corporation  
CONTRACTOR

BY

by Clifford P. McCallister  
Albert H. McCallister also dies

BY

Approved as to Form:

W. L. L. (C)  
Owner's Attorney

CITY OF FORT WAYNE, IND:

BOARD OF PUBLIC WORKS

[Signature]  
Ronald L. Bonar

[Signature]  
ATTEST

APR 26 1973

[Signature]  
Mayor

DIGEST SHEETS-73-05-27TITLE OF ORDINANCE Contract 72-W-2 Filtration Plant RevisionsDEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This Ordinance provides for the erection of two clarifier mechanisms being supplied by Walker Process Equipment Company, which purchase was approved by S-86-72. It also provides for removal of existing recarbonation equipment and furnishing and installation of new. (The original bid was \$284,301.00. Due to the excessive costs the Board eliminated certain items (shown on face of attached agreement) in total amount of \$21,800.00.

EFFECT OF PASSAGE Upgrading of Filtration Plant facilities by replacing 40 year old equipment.

EFFECT OF NON-PASSAGE Plant will not meet requirement for continued production of City water.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$262,501.00 cost to Water Utility.

ASSIGNED TO COMMITTEE (I.N.) Public Works - Walker

# ORDINANCE CHECK-OFF SHEET

## INFORMATION REGARDING ORDINANCE

## CONTENTS OF ORDINANCE

BILL NO.	8-73-05-27
ORDINANCE NO.	
REGULAR SESSION	5-22-73
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	Filed
BILL WRITTEN BY	Ed. J. Patten (Dohd)
DATE INTRODUCED	5-22-73
REFERRED TO SAID STANDING COMMITTEE	Sten (Patten Works)
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	6-12-73
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	Agreement -
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

Digital Photo.

### COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	X		
HINGA	X		
KRAUS	X		
MOSES	Y		
NUCKOLS	✓		
D. SCHMIDT	X		
V. SCHMIDT	✓		
STIER	X		
TALARICO	Y		

COMMENTS: